STO-3
Rev.3/1/11

PURCHASE ORDER

WV State Treasurer's Office
1900 Kanawha Blvd., E.
Bldg. 1, Suite E-145
Charleston, WV 25305

PURCHASE ORDER NO. STO12E02

CHANGE ORDER NO.

VENDOR:

BB&T
Attn: Regina Lewis
300 Summers Street
Charleston, WV 25301

Email: RLewis@bbandt.com
Tele: 304.347.4427/fax 304.348.1185

Invoice to:

WV State Treasurer's Office
Attn: Accts Payable
Building 1, Suite E-145
1900 Kanawha Boulevard, East
Charleston, WV 25305

Ship to:

WV State Treasurers Office
Cash Management Division

FEIN/SSN:	561074313
FUND:	1345-FY-1300-089-07311
ACCOUNT NO.	
TERMS OF SALE:	
SHIP VIA:	
F.O.B.	
DOA TEAM ID#	417144036
FIMS ID#	83502

Quantity	Description	Unit Price	Total
	This purchase order constitutes the award of a contract/agreement between the WV State Treasurers Office (WV STO) and BB&T for Merchant Card Services. The term of the contract is 12/1/11 through 11/30/14. Fee for services: see attached Exhibit B.		
		TOTAL	OPEN END

By: _____ 2/3/12
WV STATE TREASUER'S OFFICE AUTHORIZED SIGNATURE DATE

ASSISTANT GENERAL COUNSEL: _____ DATE: 2/3/12

WV STATE TREASURER'S OFFICE
PURCHASE ORDER/CONTRACT
GENERAL TERMS & CONDITIONS

1. **ACCEPTANCE**: Seller shall be bound by this order and its terms and conditions upon receipt of and acceptance of this order.

2. **APPLICABLE LAW**: The laws of the State of West Virginia and the ***Legislative Rules*** of the West Virginia State Treasurer's Office (STO) shall govern all rights and duties under the Purchase Order/Contract, including without limitation the validity of this Purchase Order/Contract.

3. **NON-FUNDING**: All services performed or goods delivered under STO Purchase Orders/Contracts are to be continued for the terms of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.

4. **COMPLIANCE**: Seller shall comply with all Federal, State and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.

5. **MODIFICATIONS**: This writing is the parties final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.

6. **ASSIGNMENT**: Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.

7. **WARRANTY**: The Seller expressly warrants that the goods and/or services covered by this Order will: [a] conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; [b] be merchantable and fit for the purpose intended; and/or [c] be free from defect in material and workmanship.

8. **CANCELLATION**: The STO may cancel any Purchase Order/Contract upon 30 days written notice to the Seller.

9. **SHIPPING, BILLING, PRICES, RECEIPT AND ACCEPTANCE**: Prices are those stated in this order. Unit prices shall prevail in case of discrepancy. No price increases will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order. All goods/services are considered F.O.B. destination unless alternate shipping terms are clearly identified in the purchase order. Buyer will make no payment(s) to the Seller until the goods/services are received **and** accepted by the Buyer.

10. **LATE PAYMENTS**: Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the **West Virginia Code**.

11. **TAXES**: The State of West Virginia is exempt from Federal and State taxes and will not pay or reimburse such taxes.

12. **RENEWAL**: Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.

13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract/purchase order is automatically null and void, and is terminated without further order unless otherwise specified by the STO.

WEST VIRGINIA STATE TREASURER'S OFFICE

AGREEMENT

WEST VIRGINIA STATE TREASURER'S OFFICE

and

BRANCH BANKING & TRUST CO.

THIS AGREEMENT (Agreement) made this 1st day of December, 2011, is between the **WEST VIRGINIA STATE TREASURER'S OFFICE** (STO), Charleston, West Virginia, and **BRANCH BANKING & TRUST CO.** (BB&T) 300 Summers Street, 1st Floor, Charleston, WV 25301.

WHEREAS, pursuant to the provisions of *W.Va. Code* § 12-3A-3, the STO is required to competitively bid for vendors to provide the necessary banking, investment and related services for the STO and such purchasing is exempt from the general State purchasing requirements, including, but not limited to, *W.Va. Code* §5A-3-1; and

WHEREAS, on or about June 3, 2011, the STO issued Request for Proposal STO12E02 (RFP# STO12E02) seeking proposals from qualified financial institutions to provide certain merchant card services, including any goods, hardware, software, and any other tangible and intangible items required to provide or produce them; and

WHEREAS, in response to RFP# STO12E02, BB&T submitted a proposal dated July 25, 2011, offering services as a primary provider of the services desired (BB&T Proposal); and

WHEREAS, the BB&T Proposal received the highest total point score in the evaluation of all proposals received by the STO as described in RFP# STO12E02; and

WHEREAS, the parties now desire to formalize the terms and conditions of their agreement for such services.

NOW THEREFORE, THIS AGREEMENT, WITNESSETH:

That for and in consideration of the terms included herein, the parties do hereby covenant and agree as follows:

PART I – SPECIFIC CONTRACT TERMS

1-1. AGREEMENT:

a. As reflected in the Purchase Order, the contract between the parties in its entirety consists of the following documents, in the order listed:

1. This Agreement,
2. BB&T Proposal, by reference,
3. Fee Schedule, Exhibit B,
4. RFP# STO12E02, by reference,
5. Exhibit A to this Agreement, which includes, collectively, the STO's Confidentiality & Non-Disclosure Form; General Terms & Conditions (STO-3); Purchasing Affidavit; STO Agreement Addendum (WVSTO-96); and the WVSTO Vendor Security Agreement-Laptop, Network and Security Policies Applicable for Engaged Vendors, and

b. Any ambiguities or questions shall be resolved by reference to the documents in the order listed in this Section, unless otherwise specified in this Agreement.

1-2. SERVICES:

a. BB&T agrees to provide the Merchant Card Services required by the STO and described in RFP# STO12E02 (Services), reference to which is hereby made and incorporated herein.

b. The STO reserves the right to alter, modify, eliminate, add, change and amend the Services as mutually agreed between STO and BB&T to reflect the needs of the STO. The parties shall comply with all applicable federal and state laws, rules, regulations and policies. The STO reserves the right to unilaterally accept, reject, cancel, prohibit or stop any and all work performed under this Agreement without penalty with thirty (30) days written notice to BB&T.

1-3. TERM:

The initial term of this Agreement shall be for three (3) years with the option of renewing or extending the contract upon the mutual written agreement of parties for up to two (2) additional three-year periods, subject to the general termination and extension rights reserved to the STO in this contract.

1-4. COMPENSATION:

BB&T shall be compensated for the Services it provides as specified in the Fee Schedule, attached hereto and made a part hereof and included as Exhibit B to this Agreement. BB&T will invoice the STO and/or appropriate State Agency merchant on a monthly basis for the costs associated with providing the Services, which said invoice will be paid in arrears.

1-5. INSTITUTIONAL REQUIREMENTS:

a. **Proof of Good Standing and Authorization to do Business:** BB&T agrees to remain in good standing with all regulatory and governmental entities and be authorized to do business in West Virginia. The STO reserves the right to request copies of all required business licenses, certificates, registrations and declarations pages demonstrating applicable insurance coverage, including, but not limited to, workers compensation, premises, professional liability, omissions and errors and general liability.

b. **FDIC Coverage:** BB&T agrees that during the Term of this Agreement and any extensions thereof it will be and remain insured by the Federal Deposit Insurance Corporation (FDIC) for the maximum amount permitted by law and regulation.

c. **ACH Capabilities:** BB&T agrees that it will keep and maintain Automated Clearing House (ACH) originating financial institution capabilities.

d. **NACHA Rules:** BB&T agrees to abide by all applicable NACHA rules.

e. **PCI Security:** BB&T agrees to comply with the current Payment Card Industry (PCI) security requirements and any updates thereto.

f. **Assets**: BB&T shall maintain at least One Billion Dollars ($1,000,000,000) in assets.

g. **State Depository**: During the term of this Agreement, BB&T shall be and remain an approved eligible depository as provided by *W.Va. Code* §12-1-1, *et seq.*

h. **Insurance Requirements:** BB&T agrees that it will hold and maintain premises, professional liability, errors and omissions and general liability insurance policies in an amount not less than One Million Dollars ($1,000,000). Such coverage shall remain in effect during the entire term of this Agreement unless otherwise advised in writing by the STO Director of Administration. BB&T agrees to provide a copy of its insurance certificates to the STO prior to the execution of this Agreement.

1-6. SERVICE REQUIREMENTS:

a. **Merchant Services**: BB&T agrees to provide a system to process and accept settlement for merchant transactions for VISA, MasterCard, Discover, and American Express cards for both POS and E-Government transactions. BB&T agrees to provide a method to

accept debit cards at POS terminals. The STO has a separate acceptance agreement with American Express. BB&T shall provide for VISA, MasterCard, and Discover acceptance.

b. **Demand Deposit Accounts:** BB&T agrees to maintain three (3) separate demand deposit accounts (DDA), which will be in the name of the West Virginia State Treasurer. Account names will be as follows:

   1. **State of West Virginia, Office of the State Treasurer, Credit Card Receipt Account:** This account will be used for the sole purpose of receiving credit card batch receipts initiated from a POS terminal, and receiving items returned from those batches.

   2. **State of West Virginia, Office of the State Treasurer, E-Government Receipt Account**: This account will be maintained for the sole purpose of receiving funds from credit card payments that are processed over the Internet, and receiving items returned from those transactions for state agencies.

   3. **State of West Virginia, Office of the State Treasurer, L-Government Receipt Account**: This account will be maintained for the sole purpose of receiving funds from credit card payments that are processed over the Internet and receiving items returned from those transactions for local governments.

c. **Merchant Discount Fees:** *W. Va. Code* §12-2-2 prohibits the offset of merchant discount fees against current revenue.

   1. BB&T agrees to pay each respective credit card company the merchant discount fees and then invoice each Agency/Spending Unit directly for its specific charges of equipment and POS transactions. Each invoice will contain detailed supporting documentation to substantiate the billing of all fees.

   2. BB&T agrees not to debit the Credit Card and E-Government Receipt for discount fees. All fees will be paid in arrears, as required by State law.

d. **Fixed Costs and Fees:** This Agreement is issued for a three-year term. All fees and costs will remain fixed for one (1) year. The STO shall review fees and costs on an annual basis, and BB&T and the STO shall review and negotiate any changes for the next year. At the time of entering into an extension to the contract, if any, the fees and costs for the period of that extension will be established and fixed for that extension period on an annual basis as well.

e. **Merchant Discount Rates:** BB&T agrees to provide merchant card services that are billed through merchant discount rates. All fees related to merchant services, including but not limited to, discount fees for all card types, gift card fees, check services fees, and gateway fees are included on each agency invoice.

f. **Fee Increase Notification**: BB&T agrees to notify the STO of any increases in any costs or fees imposed by card associations. The STO may allow such increases if BB&T provides reasonable notification and proof of the amount of the increase and BB&T and STO process a change order to this Agreement.

g. **New Accounts**: BB&T agrees to allow new accounts to be opened or accounts to be closed during the contract period only upon authorization of STO authorized personnel.

h. **Terminal Locations:** BB&T agrees to obtain approval from the STO before adding new terminal locations or closing existing locations.

i. **Transaction Contact Information**: BB&T agrees to keep the contact information for POS transactions in order to send invoices. The STO will keep contact information for E-Gov transactions.

j. **Quarterly Reporting Requirements**: In accordance with *W.Va. Code* §12-1-11, BB&T agrees to abide by the STO's quarterly financial institution reporting requirements on forms prescribed by the STO. The forms must be verified by the affidavit of the officer making it, state the amount of State funds on deposit, and be signed by the President or Cashier. Forms may be modified at the discretion of the STO.

k. **Convenience Fees**: BB&T agrees to allow convenience fees assessed in accordance with industry standards to be passed on to all customers, including those making POS or E-Government transactions.

l. **Training**: BB&T agrees to provide all training documentation and customer support needed by the STO and State Agencies/Spending Units that will ensure the efficient operation of POS terminals. Training will include all manuals, supplies, instruction sheets, personal instruction, etc.

    1. Agencies are trained by the BB&T State of WV Support Team, either in-person or by phone, as requested.

    2. BB&T shall provide training materials and documentation at the time of training. Documentation includes card acceptance signage, terminal operating instructions, reference guides, and merchant policies. Documentation related to the research of

a transaction is provided by the BB&T State of WV Support Team.

3. The BB&T State of WV Support Team in Charleston, WV, shall provide client support to the STO and to State agency merchants Mon-Fri, 8 AM to 5 PM. BB&T shall provide the agencies toll free numbers for Help Desk Support that is available after traditional banking hours and on weekends.

m. **Time Frame:** Services must be established and operating within ninety (90) days of the purchase order award date. If BB&T fails to meet this time frame requirement, the STO may, in its discretion, deem BB&T in breach of contract and take such action that is in the best interest of the STO. Any such delay will result in BB&T being liable to the STO for the cost of maintaining its current merchant card services provider plus a twenty-five percent (25%) administrative fee.

n. **Batch Closes**:

1. BB&T agrees to allow the Agencies to do manual batch closes.

2. BB&T agrees to have detailed transaction information such as date, amount, and merchant ID remain tied with each batch close through settlement.

o. **Daily Available Balance:** BB&T agrees to provide the electronic movement of the daily available balance to a designated STO demand deposit account via the Fed wire system.

p. **Overnight Funds**: BB&T agrees that any funds remaining overnight in the Credit Card Receipt Account and E-Government Receipt Account shall accrue daily earnings based upon BB&T's specified earnings rate. All earnings must be offset against fees contained on the account analysis statement.

q. **POS Activity Invoices**: For POS activity, BB&T agrees to provide the following invoices:

1. An invoice to the STO based upon the account analysis for monthly bank services fees.

2. An invoice to each individual State Agency/Spending Unit for all credit card fees, merchant discount fees, and other fees charged on a monthly basis by merchant account number.

3. An invoice to each individual State Agency/Spending Unit for all equipment, hardware, or software required for a POS transaction.

r. **Internet/Web Activity Invoices**: For Internet/WEB Activity, BB&T agrees to provide the following invoices:

1. An invoice to the STO based upon the account analysis for monthly bank services fees.

2. An invoice to the STO for all credit card discount fees and per transaction fees that are charged on a monthly basis. This invoice must contain a listing of batch closes by card type, the amount, date, and the number of transactions in each batch.

s. **Staffing:** BB&T agrees to provide experienced staff.

1. **Contract Manager:** BB&T agrees to provide a contract manager to manage the contract with the STO. BB&T agrees to advise the STO of any changes to the contract manager or key personnel assigned to the STO account. The contract manager is the primary point of contact for purposes of this Agreement. BB&T's contract manager is:

   Regina Lewis
   300 Summers Street
   Charleston, WV 25301
   Telephone 304-347-4427
   Fax 304-348-1185
   RLewis@bbandt.com

2. **Dedicated Representative:** BB&T agrees to provide a dedicated representative to assist with problem resolution for the STO. The dedicated representative will be available during normal business hours and will assist with negotiations, communications, implementation and problem resolution. The dedicated representative for problem resolutions related to this Agreement is:

   Angela Truman, Merchant Support Assistant
   300 Summers Street
   Charleston, WV 25301
   Telephone 304-353-1576
   Fax 304-348-1185
   MTruman@bbandt.com

t. **Disputed E-Government Receipt Notification**: On the E-Government receipt account, BB&T agrees to notify the STO of any cardholder disputed Credit Card Sales transactions within two (2) business days of BB&T's receipt of the transaction via mail, email, fax, or online reporting.

1-7. COLLATERALIZED BALANCE REQUIREMENTS:

a. BB&T agrees to complete a quarterly report to the STO.

b. BB&T agrees to provide pledged security that is approved by the STO.

c. BB&T agrees to have the securities held by a third-party financial institution approved by the STO.

d. BB&T agrees that the value of any pledged security shall be determined by the STO.

e. BB&T agrees to have all securities pledged go to a financial institution as designated by the STO. The STO agrees to pay all reasonable costs associated with the movement of collateral.

f. BB&T agrees that any withdrawal or substitution of pledged security must be approved by the STO.

g. The amount of State Funds on deposit in excess of the amount insured by an agency of the federal government shall not exceed ninety percent (90%) of the value of collateral pledged at any time.

h. The STO reserves the right to require a larger balance of securities to be pledged.

1-8. EQUIPMENT AND SUPPLIES

a. **Check Readers:** BB&T shall have the ability to convert a consumer's personal check into an electronic funds transfer, or ACH debit, at the point-of-sale for all BB&T accounts. All transactions run through the check readers must be able to be batched and processed through industry standard POS terminals. All funds must be deposited into the STOs account within one (1) business day after the batch close process.

b. **Equipment:** BB&T agrees to provide any needed new or replacement terminals to State Agencies/Spending Units utilizing POS transactions. BB&T shall deliver, install, and set up any new, additional or replacement equipment needed for such transactions. BB&T shall provide equipment as described in Exhibit B.

c. **Supplies**: BB&T agrees to provide all supplies to the STO and State Agencies/Spending Units that are required for POS transactions.

d. **BB&T's Logo:** The STO must approve any logo or branding information BB&T anticipates placing on the equipment used to provide the merchant card services to the STO.

1-9. IMPLEMENTATION AND CONVERSION PROCESS:

a. **Process**: BB&T will not require an implementation and conversion process. All services and processes will continue uninterrupted.

b. **POS Equipment**: Replacement of existing terminals is not required or necessary. BB&T agrees to offer equipment options on new or refurbished equipment as required. Payment options include purchase or short-term payment plans. BB&T shall suggest new technology or upgraded services as needed or desired by the STO or state agencies. Additional equipment options are available for dial-up or IP connectivity. All equipment includes standard terminal functionality, printers, power supplies, and paper.

c. **Project Team**: A conversion project team is not required. STO's current Merchant Account Management team located in Charleston will provide operational day-to-day support. The members of this team are led by Mike Holtsclaw, the Relationship Manager for the STO. Regina Lewis and Angie Truman will provide dedicated local sales and support services to the STO.

d. **Training**: BB&T shall provide training materials and manuals as requested by the STO. Ongoing training is facilitated by the local Merchant Account Management team located in Charleston. The State Agency is contacted to schedule either onsite or telephone training as requested by the agency. Card Security and Merchant Best Practices are discussed. An overview of operation processes is completed to ensure the agency is comfortable with the process.

e. **Security**: BB&T shall provide security training to all State Agencies/Spending Units and to the STO staff that ensures all operations are PCI compliant and meet the security requirements of the STO. BB&T agrees to offer a PCI Compliance program to ensure that payment cardholder data is protected and secure.

1-10. PROCESSING SERVICES

a. Problem Resolution

1. **Hours of Availability:** BB&T's local State of West Virginia Account Management Team is available during normal business hours, Monday through Friday, 8AM to 5 PM EST. The terminal technical support helpdesk is available 24 hours a day, seven days a week. Global Payments PC Support is available 7 days per week, 7:00 AM to 12:45 AM EST. Trust Commerce® Technical Support is available 9:00 AM to 10:00 PM EST, Monday through Saturday.

2. **Notification Method:** Problem resolution notification method or technical resolution method will be made by phone, e-mail, or fax as deemed necessary by the State agency.

3. **Prioritization of Calls:** BB&T local State of WV Support Team shall handle all State merchant calls as quickly as possible, with technical and operational issues taking priority. Calls made into the BB&T Merchant Call Center are prioritized based on the order they enter the call center's call management system.

4. **Normal Resolution Timeframes:** BB&T shall resolve all issues by the end of the business day. Most technical issues can be handled during the initial call. Complex issues requiring additional research will be updated daily until the issue is resolved.

5. **Unresolved problems:** BB&T shall escalate any issues not resolved within a reasonable timeframe to the State of WV Merchant Support Manager, Regina Lewis.

6. **Escalation procedures:** The STO may escalate any unresolved issues to Regina Lewis, Merchant Support Manager for the State of WV and State Agencies or Mike Holtsclaw, State of West Virginia Relationship Group Manager.

b. Funds Availability: BB&T shall settle funds for Visa, MasterCard, Discover, and debit card transactions and post those transactions the next business day when depositing to a BB&T checking account.

c. Transaction Volume: BB&T agrees to handle the entire volume of all transactions processed by the STO on a daily basis. The maximum number of transactions per batch is 33,333. The maximum file delivery, including batches, is 256, 000 transactions. There is no daily limitation. BB&T shall support the STO's transaction and dollar volume

requirements.

d. **Authorization Methods:**

1. BB&T agrees to accommodate credit and debit card processing by face-to-face (card swipe/card present), mail order, telephone order, voice response unit for authorizing and settling transaction via telephone, Internet, and mobile/wireless processing. Connectivity can occur by dial-up, Ethernet (high-speed), lease-line, and frame circuit.

2. BB&T shall provide authorization and settlement processing though TSYS Acquiring Solutions.

3. BB&T shall provide authorization methods including third party gateway providers such as Trust Commerce® or Global Payments®. Trust Commerce® offers customized payments processing solutions to address clients' specific coding and processing equipment. The STO may request a change to current authorization methods through the Trust Commerce® solution that can be facilitated by the local merchant services Account Management Team.

4. BB&T's Virtual Point of Sale and payment gateway solutions are online payment acceptance solutions that allow merchants to accept all major credit cards; Visa and MasterCard branded gift cards; and signature or PIN debit cards through a secure website from any computer with Internet access. BB&T partners with Global Payments to offer this service.

e. **Settlement Process**: BB&T's authorization and capture cycle cut-off time is 5:00 AM EST. After each cycle, a capture file is created and delivered to TSYS clearing and settlement system for processing. Once the file is received, TSYS edits, logs, and submits transactions for outgoing interchange, and then posts the transactions to the merchant's account for funding. A standard NACHA format file is created for merchant settlement and sent to BB&T's ACH department by 2:00 PM EST for posting to STO's settlement account at 12:00 AM EST.

1. Batch transactions must be initiated by 5:00 AM EST to eligible for next day funding.

2. BB&T shall provide next business day settlement on all Visa, MasterCard, and Discover transactions. American Express will settle according to the terms of their contract with the STO.

f. **Chargeback and Retrieval Process:** BB&T partners with Merlin Solutions to manage chargeback and retrieval processes. BB&T has an online system that store all documents as images within the Microsoft SQL database architecture. BB&T shall uphold card network data retention guidelines at a minimum.

1. Ticket retrieval request and chargeback notifications can either be faxed to each location or sent via US mail. Receipt requests can be fulfilled either by fax or mail. Ticket retrievals must be fulfilled within 10 days of the date of the request. BB&T must respond to the card issuer within 30 days according to card network standards.

2. Chargeback amounts are debited separately via ACH to the settlement checking account upon BB&T's receipt of notification. As soon as the STO responds to the chargeback, funds are deposited back to the settlement DDA pending the final outcome response from the card issuing bank. For transactions involving foreign-issued cards (non-US), chargeback amounts are posted to the STO based on the current day's exchange rate per card network rules.

g. **Internet/Web Activity**: BB&T shall provide the STO with the ability to log on to the website of the electronic payment processor Trust Commerce® and view all transactions that have occurred, including approved, passed, rejected, and completed transactions. The STO may request a change to current methods that will be facilitated by the local merchant services Account Management team.

h. **Adding and Closing POS Locations:** Upon receiving approval from the STO, BB&T shall add new POS location and close existing locations as follows:

1. **Assignment of Merchant Identification Numbers**: The Charleston support team will assign a new Visa/MasterCard and Discover Merchant ID number. The Charleston support team will contact American Express to obtain appropriate Headquarter or Cap number for the agency group of the new location. BB&T will then complete a request to our internal data entry team to create programming for the new location. After terminal or software programming is complete, the Charleston support team will send a secure email notification providing the new merchant ID number to the STO, state agency contact personnel, and any internal team members. BB&T shall provide the STO with the new merchant ID number no later than a week from assigning the merchant ID number.

2. **Toll-free telephone numbers for terminal connectivity**: All POS terminals are programmed with toll free numbers for connectivity so as not to cause the agency to incur additional phone charges. BB&T will make POS terminals and virtual

terminals available that can connect via SSL or Internet connectivity.

3. **Communications and training for terminal users**: The Charleston support team will review communications prior to being sent to State agencies. The STO will approve all suggested communication materials. The Charleston support team will provide POS terminal or virtual terminal training either in person or by phone as needed by the State agency. BB&T ensures that either training method is thorough and clear to the merchant.

4. **Turn-around time to add or delete POS terminal locations**: BB&T agrees to a turnaround time of 24 hours to assign a new Visa/MasterCard and Discover merchant ID number and enter the programming into the BB&T system. The POS terminal equipment can be programmed and received within 24-48 hours. Those merchant locations accepting additional card types may add an additional 24-48 hours depending on the response time of the other card vendors. Training will be coordinated between the agency and the Charleston Support Team before the account is used. Locations can be deleted same day.

5. **Recommended terminal equipment and options**: BB&T agrees to recommend terminal solution that can accommodate the processing needs of each location based on the STO or state agency's requirement.

i. **Security**: BB&T shall protect the safety and confidentiality of credit card POS and Internet transactions.

1. BB&T shall complete an annual IT Risk Assessment audit conducted by a third party to ensure cardholder and client data is protected.

2. BB&T shall limit access to BB&T and TSYS's credit card systems through BB&T's unique client ID and the TSYS data set and security modules.
   i. To access TSYS networks and systems, an individual must sign on with a unique operator ID and password, provided to them after an account has been created by TSYS Information Security. The password is masked on the sign-on screen to prevent it from being viewed by others.
   ii. Each user is provided with a unique user account and password, and user IDs are not shared at the network or application level. Guest accounts are never allowed.
   iii. BB&T controls user access through TSYS's integrated security access controls. Any logon ID not used within a 30-day period is prohibited from further use. Any logon ID not used for a 90-day period is deleted.
   iv. There is an automatic logoff upon a client-designated period of inactivity, which is 30 minutes and our ACF system also logs users off due to

inactivity.

v. User accounts are locked after a fixed number of logon attempts. The highest maximum number of unsuccessful logon attempts is three attempts.

j. **Data Integrity**: BB&T shall protect data integrity ensuring that data is not lost or duplicated. TSYS has implemented IPSEC (128-bit 3DES) router-to-router encryption on all TSYS-managed connections. Emails between BB&T and TSYS are encrypted using TLS. BB&T shall utilize Secure Socket Layer (SSL) technology for browser security when viewing data. To prevent duplication, the TSYS Clearing and Settlement system has multiple duplicate detection edits:

1. Duplication Transmission- TSYS rejects any incoming vendor transmission that contains the same date and transmission amount over the last 14 days. TSYS contacts BB&T to send corrected information or files.

2. Duplicate Batch- TSYS rejects any merchant batch with the same new deposit and first/last cardholder number over the last 14 days. BB&T will work the duplicate batches. If the batch is deemed ok to process, BB&T will correct the batch and it will be reprocessed in that night's processing.

3. Duplicate Transaction- TSYS performs the same edits Visa performs for outgoing duplicate transactions. TSYS prevents processing for any duplicates in excess of 500 duplicates for a single merchant in a processing day, or 1000 duplicates per BIN. BB&T receives a report of the excessive duplication transactions that were removed from outgoing to Visa, Discover, or MasterCard. BB&T will then make adjustments to the merchant's funding or posting if required.

k. **Alternative Merchant Processing Methods:** BB&T shall provide alternative merchant processing methods for agencies with a small volume of transactions.

1. BB&T shall provide an automated phone system to authorize and settle card transactions. Merchants are required to dial a toll free number and enter the credit card number, expiration date, and other card information using a telephone keypad. This solution does not require a credit card terminal and batches are automatically settled at 11:00 PM EST. The funding schedule is the same as transactions processed using a POS terminal and web applications.

2. BB&T shall provide a mobile solution to authorize and settle card transactions. Mobile solutions through smart phone technologies require merchants to

download a free app to the phone and a BB&T issued merchant account.

l. **Disaster Recovery Plan**: BB&T and TSYS shall provide fully redundant back-up systems and documented business recovery plans that are tested annually.

1. Co-located within dual data centers, BB&T's system is comprised of nearly identical, redundant systems, with each operations center capable of handling the entire system's traffic on its own. Under normal circumstances, traffic is routed equally across the systems in round-robin fashion, with 50 percent of the traffic flowing through one and the remaining 50 percent through the other, ensuring no network disruption.

2. Redundant systems and failover networks are the foundation of BB&T's continuity of business preparations. Routing from BB&T's telecom carriers automatically detects when equipment is unavailable. In the event that a primary site or path fails, traffic will automatically reroute through a backup site with no merchant processing impact. All network devices are manageable, providing network staff with consistent visibility to remote external devices and alerts in the event of failure. Once the center comes back online, the captured data is synchronized and normal production operations resume.

1-11. HARDWARE AND SOFTWARE:

a. **Compatibility:** Any hardware and software interaction between BB&T and the STO must be compatible with the STO system. All transmissions must be secure. BB&T agrees that its authorization and settlement system is compatible with the STO's systems and connectivity methods. BB&T shall process all credit and debit card transactions using PCI-DSS compliant software and systems.

b. **Encryption**: All data must be encrypted and for web transactions, all communications must be made over SSL. BB&T agrees to use a format of encryption that the STO can accommodate. For Internet transactions, BB&T supports SSL 1024 bit certificates and Triple DES DUKPT for PIN debit transactions. For Frame/Relay, BB&T supports IPSec with AES256 with the capability to add SSL to those connections.

c. **Security Methodology**: BB&T partners with TSYS Acquiring Solutions for authorization and settlement processing. TSYS Acquiring Solutions is one of the largest credit card processors in the country. Access to TSYS's network devices is controlled through the use of an access control system that manages the authentication, authorization, and accounting for a limited number of network administrators gaining

access to maintain the network infrastructure. The Information Security and Command Center departments provide internal support to BB&T related to system access.

1. TSYS Acquiring Solutions is fully compliant with Triple Data Encryption Standard (3DES) and the Payment Card Industry (PCI). TSYS Acquiring Solutions maintain PCI compliance as a Level 1 service provider.

2. BB&T and TSYS Acquiring Solutions require that all third parties (e.g. vendors and integration partners) be in full compliance with PCI standards and adopt Payment Application Data Security Standards (PA-DSS). Third-party vendors are required to remain in compliance with PA-DSS as well as other industry standards and card brand rules. BB&T and TSYS conduct thorough due diligence practices to ensure that vendor relationships are in compliance with the card brands' data security requirements.

3. BB&T's integration partners are required to provide confirmation of PA DSS compliance in order to maintain their approved vendor status.

4. BB&T shall not disclose details on BB&T's security controls.

1-12. REPORT REQUIREMENTS:

a. **Bank Statements:** BB&T agrees to provide a monthly bank statement for the credit card receipt account, E-Government credit card clearing account, and L-Government clearing account that includes, at a minimum, the following:
   - Date
   - Amount of transaction
   - Type of transaction (i.e. debit/credit advices)
   - Credit card type
   - Merchant ID Number
   - Settlement amounts by batch close for each Merchant ID Number

b. **Electronic Bank Statement**: BB&T agrees to provide an electronic monthly bank statement via secure FTP or online services. The STO will have access to the BB&T Cash Manger On-Line for viewing daily and monthly activity and also for printing or downloading on-line bank statements.

c. **Monthly Reports**: BB&T agrees to provide a monthly report that details each agency's monthly POS sales including number of transactions, dollar volume, and credit card type. BB&T will provide this information as follows:

1. **Monthly Merchant Statement**: The monthly Merchant Statement provides the number of transactions, dollar volume, and credit card types with the daily Visa/MasterCard, and Discover settlement totals for the month reported. A paper copy of the statement accompanies the monthly Merchant Invoice and detailed, supporting back-up documentation for American Express is sent to the State of West Virginia personnel responsible for payment of invoices within each individual agency. An electronic merchant Statement may also be viewed, downloaded and printed from the BB&T's Merchant Connection.

2. **Web Based Reporting**: Merchant Connection is a web-based reporting service. Merchant Connection can be accessed from any personal computer that has access to the Internet and a common web browser. Access to credit card data requires use of a BB&T issued user ID and password. Data from Merchant Connection can be downloaded into a delimited text file and then transported into Excel and most financial software.

    - Agencies that desire access to Merchant Connection must obtain approval from the appropriate personnel with the STO. The STO will notify the BB&T State of West Virginia Support Team to initiate access.

    - Merchant Connection features include; data storage capabilities up to 30 months; flexible date range for generating reports; ability to generated reports at multiple levels; and transaction search features.

    - Merchant Connection offers a variety of reporting capabilities, including, but not limited to; daily detail reports; daily summary reports; monthly statements in HTML or PDF formats; deposit summaries; batch and settlement summaries, batch reconciliation report adjustments and authorizations.

d. Transaction Research: BB&T shall provide Merchant Connection for the STO personnel to immediately research any transaction. The information will include, but not be limited to:

- Date
- Amount of Transaction
- Type of Transaction (i.e. credit/debit advices)
- Credit Card Number
- Merchant ID Number
- Details of Batch Settlement

e. **Web-Based Access**: BB&T shall provide Merchant Connection to get web-based access to information such as daily activity reports and balances, and to research transaction detail. By accessing Merchant Connection, data can be accessed 24-hours, seven days a week, and store up to 30 months of data.

f. **Daily Letters**: The STO desires to receive merchant daily letters from Discover, AMEX, Visa, and MasterCard in electronic format. A "daily letter" lists the breakdown of the settlement dollars by merchant ID and individual batch total. BB&T shall provide a "daily letter" for SWV Local Government and SWV E-Commerce merchant accounts. This daily CSV file is sent to the STO via a FTP mailbox. The "daily letter" includes fields such as association number, BE and FE MID, cardholder number, card type, transaction amount, and transaction date and time.

g. **Weekend/Holiday Reporting**: Transactions and funds that batched and settled on the weekend will be credited to the STO on the following business day. BB&T's ACH department will follow the Federal holiday schedule and any ACH files received by BB&T on a federal holiday will be settled to the STO account on the following business day.

PART 2 - GENERAL CONTRACT TERMS & CONDITIONS

a. **Mandatory Forms**: BB&T, its agents, employees and subcontractors, agree to be bound by the terms of all other applicable forms required by the STO and/or the State of West Virginia, including, but not limited to, the STO's *Confidentiality & Non-Disclosure Form*; *General Terms & Conditions (STO-3); Purchasing Affidavit; STO Agreement Addendum* (WVSTO-96); and the *WVSTO Vendor Security Agreement- Laptop, Network and Security Policies Applicable for BB&T.* (See, Exhibit A herein.)

b. **General Terms and Conditions**: In addition to the provisions of the mandatory forms and addenda Exhibit A, herein, BB&T agrees to be bound by *WVSTO RFP Attachment 2, Request for Proposals (RFP) General Terms and Conditions*, by reference.

WITNESS THE FOLLOWING SIGNATURES:

Branch Banking and Trust Company	**West Virginia State Treasurer**
By: Regina Lewis	**By:** [illegible]
Title: Vice President	**Title:** Deputy Treasurer for Admin.
Date: 1/27/2012	**Date:** 2/3/12

This instrument prepared by Christina N. Merbedone, Assistant General Counsel, West Virginia State Treasurer's Office, 1 Players Club Drive, Charleston, West Virginia 2531 Telephone (304) 340-1587.

EXHIBIT A

1. STO's Confidentiality & Non-Disclosure Form
2. General Terms & Conditions (STO-3)
3. Purchasing Affidavit
4. STO Agreement Addendum (WVSTO-96)
5. WVSTO Vendor Security Agreement- Laptop, Network and Security Policies Applicable for Engaged Vendors.

RFP ATTACHMENT 5

AGREEMENT ADDENDUM

STO-WV-96
Rev. 11/2009

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. DISPUTES – Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.

2. HOLD HARMLESS - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.

3. GOVERNING LAW - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.

4. TAXES - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.

5. PAYMENT - Any references to prepayment are deleted. Payment will be in arrears.

6. INTEREST - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.

7. RECOUPMENT - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.

8. FISCAL YEAR FUNDING - Service provided under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.

9. STATUTE OF LIMITATIONS - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.

10. SIMILAR SERVICES - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.

11. ATTORNEY FEES - The Agency recognizes an obligation to pay attorneys fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.

12. ASSIGNMENT - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.

13. LIMITATION OF LIABILITY - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.

14. RIGHT TO TERMINATE - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.

15. TERMINATION CHARGES -Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.

16. RENEWAL - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.

17. INSURANCE - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.

18. RIGHT TO NOTICE - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.

19. ACCELERATION - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.

20. CONFIDENTIALITY – Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.

21. AMENDMENTS - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the General Counsel of the West Virginia State Treasurer's Office.

ACCEPTED BY:
STATE OF WEST VIRGINIA

STATE TREASURER'S OFFICE
Signed: [signature]
Title: Deputy Treas. for Admin
Date: 2/3/12

VENDOR
Company Name: Branch Banking and Trust
Signed: Regina Lewis
Title: Vice President
Date: 7/22/2011

RFQ No. ST012E02

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

DEFINITIONS:
"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

Under penalty of law for false swearing (***West Virginia Code*** §61-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: Branch Banking and Trust

Authorized Signature: Regina Lewis Date: 7/22/2011

State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 22 day of July, 2011.

My Commission expires January 16th, 2012.

AFFIX SEAL HERE **NOTARY PUBLIC** Nancy A Kelly

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
NANCY A. KELLY
BB&T
300 SUMMERS STREET
CHARLESTON, WV 25301
My commission expires January 16, 2012

Purchasing Affidavit (Revised 12/15/09)

West Virginia State Treasurer's Office
CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT
For Third Parties Under Agreements That Provide Access to STO Data

WHEREAS, BB&T, (hereinafter "Third Party"), is party to a separate contract, arrangement or agreement with the West Virginia State Treasurer's Office ("STO") through which it may have access to files, websites, databases, records and other sources that may include information of the STO that is considered privileged, confidential and proprietary; and

WHEREAS, the STO has required, as a condition precedent, that the Third Party, its employees, agents, contractors and other such personnel, must keep all information obtained by or through its agreement with the STO confidential and shall not disclose the same to any other party;

NOW, THEREFORE, THIS CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT ("Agreement"), WITNESSETH: That for and in consideration of the mutual benefit of the parties hereto, the undersigned do hereby acknowledge and agree as follows:

1. Pursuant to its separate agreement with the STO, certain matters may be disclosed to the Third Party by the STO that both parties agree should remain confidential or proprietary.

2. "Confidential or Proprietary Information" includes:
   a. any information residing on the STO information resource systems;
   b. all data, materials, products, technology, computer programs, specifications, manuals, business plans, records, software, financial information and other information disclosed or submitted, orally, in writing, graphically, machine recognizable or by any other media, by the STO that is stamped "confidential," "proprietary" or with a similar legend;
   c. documents and working papers obtained or compiled by the Unclaimed Property Division in the course of conducting an examination that are deemed confidential and are not public records pursuant to the provisions of *W.Va. Code* § 36-8-20(d);
   d. any data or information protected by the Health Insurance Portability and Accountability Act of 1996 ("HIPA");
   e. financial records or documents of any financial institution or any customer of the financial institution, including records of transactions conducted by means of a customer bank communication terminal or other electronic device, that are deemed confidential pursuant to the provisions of the *Maxwell Governmental Access to Financial Records Act*, *W.Va. Code* § 31A-2A-1, *et seq.; and.*
   f. any information that the STO designates as confidential or proprietary information.

3. "Confidential or Proprietary Information" does not include any data, information or device that is:
   a. in the possession of the Third Party from another source without restrictions on use or disclosure;
   b. independently developed by the Third Party;
   c. available without breach of this Agreement; or

d. produced or disclosed pursuant to applicable law, rule, regulation or court order.

4. The Third Party agrees to be bound by the confidentiality provisions of the *West Virginia State Treasurer's Office Information Security Policy,* insofar and insofar only as they apply to third party recipients of Confidential or Proprietary Information. The terms and conditions of this Agreement are in addition to the requirements of said policy.

5. The Third Party shall not disclose or use any Confidential or Proprietary Information in a manner that violates this Agreement, the *West Virginia State Treasurer's Office Information Security Policy* or any applicable state or federal law without the express written consent of the STO.

6. The Third Party shall hold in strict confidence anything that is considered Confidential or Proprietary Information within the meaning of this Agreement.

7. The Third Party shall not disclose Confidential or Proprietary Information to any person not specifically authorized to receive, have or view such information by the STO.

8. Confidential or Proprietary Information or data kept, maintained or accessed by the Third Party through the STO may not be transmitted to any other party by electronic or other means for uses not authorized by the STO or its agreement with the Third Party, or to any other contractor or allied agency, without prior written approval of the STO, unless otherwise required by law.

9. Reports or data containing Confidential or Proprietary Information may not be revealed or sold to any other party.

10. The Third Party shall not use any Confidential or Proprietary Information as a basis upon which to develop or have another entity develop any product or service without the express written consent of the STO.

11. The Third Party shall report, in writing, any unauthorized use or disclosure of the Confidential or Proprietary Information of which it becomes aware.

12. This Agreement applies to the Third Party and all of its employees, agents, contractors and other such personnel who may have access to the Confidential or Proprietary Information of the STO.

13. To protect the Confidential or Proprietary Information of the STO from unauthorized disclosure, the Third Party agrees:
    a. That it will limit the persons, employees, agents or others to whom the Confidential or Proprietary Information is disclosed to those reasonably required to accomplish the purposes stated in this Agreement or those included in any other agreement between the Third Party and the STO; and
    b. To provide appropriate notification and training of its employees, agents, contractors and other such personnel to whom the Confidential or Proprietary Information is or will be disclosed; and

c. To ensure its employees, agents, contractors and other such personnel to whom it provides any Confidential or Proprietary Information it receives from the STO read and understand the restrictions and conditions of this Agreement and the *West Virginia State Treasurer's Office Information Security Policy* and agree to be bound by the same.

14. The Third Party acknowledges that disclosure or unauthorized use of any Confidential or Proprietary Information will cause irreparable harm and loss to the STO and may violate various laws of the State of West Virginia and the United States.

15. The STO may take whatever steps it considers appropriate to protect its Confidential or Proprietary Information. In the event the Third Party discloses or uses any Confidential or Proprietary Information without authorization from the STO or if the Third Party permits Confidential or Proprietary Information to be disclosed or used, without authorization from the STO, the STO may declare a breach of contract on the part of the Third Party and may immediately terminate any applicable agreement or arrangement, in which case the STO shall not incur any penalty or be considered in breach of or in default of said agreement or arrangement.

16. The Third Party agrees to indemnify and hold harmless the STO for any damages claimed by any other party arising as a result of a breach of confidentiality or disclosure of Confidential or Proprietary Information by the Third Party or any of its employees, agents, contractors or other such personnel, and shall be liable to the STO for any damages incurred by the STO, including but not limited to, judgments, sanctions, penalties, attorneys' fees or costs, arising out of such claims.

17. Upon the termination of any agreement with the STO, the Third Party agrees, if feasible, to return or destroy all protected Confidential or Proprietary Information it received from, created by or received on behalf of the STO that it maintains in any form, and further agrees that it will not retain any copies of Confidential or Proprietary Information. In the event return or destruction is not feasible, the Third Party shall extend the protections of this Agreement to the Confidential or Proprietary Information and limit further uses and disclosures to the purposes that make return or destruction of the Confidential or Proprietary Information infeasible.

WITNESS the following signatures:

WEST VIRGINIA STATE TREASURER'S OFFICE	BB&T Third Party
By: Fred Thomas	By: Regina Lewis
Name: Fred Thomas	Name: Regina Lewis
Title: Dep Treas for Admin	Title: Vice President
Date: 2/3/12	Date: 7/22/2011

WVSTO RFP ATTACHMENT 8

WEST VIRGINIA STATE TREASURER'S OFFICE

VENDOR SECURITY AGREEMENT

Laptop, Network and Security Policies Applicable for Engaged Vendors

- Connection of any non WVSTO laptop to the WVSTO (West Virginia State Treasurer's Office) network requires prior approval. This is acquired via a Network Access Request document that is to be completed and returned. The purpose of this document is to ensure current virus protection and to recognize approved laptops on the network. Unrecognized laptops on the network are disabled immediately upon discovery (typically by switch port disabling) and the source is investigated. The WVSTO accepts no responsibility for lost work due to unapproved laptops on its network.

- Efforts to circumvent any network controls (such as internet filtering) are prohibited.

- All WVSTO network resources are for WVSTO business purposes only.

- Use of any network reconnaissance tools without prior approval is prohibited.

- Network logon accounts for vendors can be provided for contracted work. These accounts will have expiration dates, which can be extended as needed. VPN access for these accounts can also be provided.

- Administrative rights can be provided to contractors by placing their network logon account or logon account(s) group in the Local Administrators Group of computers affected by the contractor's scope of work when those computers are joined to the WVSTO domain.

- Vendors are not afforded domain administrator rights and are prohibited from engaging in activities typically performed by domain administrators, such joining computers to the WVSTO domain, otherwise modifying active directory or extending the schema, or creating or changing DNS entries. In cases where these activities are required, a WVSTO domain admin will be assigned to work with vendors to accomplish these tasks.

- All servers are to use static IP addresses which will be assigned by WVSTO network administrators. Applicable addressing information such as suffix, DNS and WINS will be provided to the vendor. Computer names and descriptions for servers requiring static IP addresses are to be provided to WVSTO network administrators for documentation purposes.

- Any server installed into the WVSTO network will have anti-virus software installed as soon as possible. The WVSTO will provide the anti-virus software. The vendor should provide any file and folder exclusions that should be applied to the anti-virus software.

- A phone with a dedicated phone number and voice mail can be provided to vendors to facilitate an engagement.

- Typically a WVSTO network administrator is assigned to vendor projects as a facilitator and liaison for the duration of the project.

- Primary contact for network access and resources will be:
  Kin Richardson 304-341-0727 / kin.richardson@wvsto.com
  Kin can also be reached via the WVSTO Help Desk at 304-341-0700

  Alternate contact will be:
  Matt Ellison 304-341-0768 / matt.ellison@wvsto.com

I acknowledge receiving these guidelines and agree to comply.

Vendor: Branch Banking and Trust

By: Regina Lewis

Print name: Regina Lewis

RFP ATTACHMENT 8 continued

Information & Technical Services – Hardware

REQUEST FOR NETWORK ACCESS

Date: _____

From: _____

To: (Director of Network Operations) Approved: _____

Name and affiliation of individual to access network:

_____

Name of computer to access network:

_____

Name of Workgroup or Domain of which computer is a member:

_____

Location where computer to access network will be attached to network:

_____

Purpose of network access:

_____

_____

Name of anti-virus software running on computer used to access network (include date of anti-virus definition file, or most recent update):

_____

Desired beginning and ending dates of network access:
Beginning:_____ Ending:_____

This request may only be submitted by a Director or above. Upon approval, a pass for the dates requested will be issued. To work beyond the requested dates, a request for an extension must be made. All required information must be supplied to process the request. Supplied information about the PC will be verified at the time of initial access. Any computer accessing the network without current, valid authorization will be disconnected immediately, without advance notice.

EXHIBIT B

COST OF SERVICES

RFP/CONTRACT# STO12E02

	Section 1: Services for Operating Accounts (DDA)	Unit Rate
	DDA Account Maintenance (3.3.2)	$100.00
	Per Transaction or Items Fees (3.3.3)	
	ACH Credits	$0.10
	ACH Debits	$0.10
*	Wire Transfers	$0.25

*BB&T currently handles both the Cash Management Services as well as the Merchant Card Services. Therefore, transfers between these accounts are considered debit transfers charged at a rate of $0.25 instead of wire transfers which are charged at $7.50

	Account Transfers - Credits & Debits	$1.00
	Credit Advices: Deposit Adjustments	$0.25
	Debit Advices: Deposit Adjustments	$0.25
	Other (Daily Earnings Credit Rate for average daily available balances)	0.00001096
	Section 2: Services for Credit Cards	**Unit Rate**
	Merchant Discount Rates (3.3.5)	
**	VISA	1.75%
**	MasterCard (MC settles w/ Visa)	1.75%
**	Discover (will have same rate and will settle w/ Visa when MAP conversion is complete and Discover contract is terminated)	1.75%
	Card Brand Pass Thru Fees	$0.02
	Cardholder Disputes (3.3.22, 4.3.6)	$0.00
	Gateway Monthly Fee (4.3.4)	$15.00
	Other Transaction Fees	$0.00
	Training & Support (3.3.12, 4.2.4, 4.2.5)	$0.00
	PCI Compliance Fee	$0.00
	Electronic Banking Statements	$0.00
	Research (4.5.5)	$0.00
	Web-based Access to Reports (4.5.6)	$0.00
	Terminal Replacement Fees	$100.00
	Terminal Upgrades	Upgrade pricing is based on the equipmnet pricing list.
	Terminal Supplies to STO and/or Agencies	$0.00
	Check Program (paper, no conversion)	
	> Guarantee Rate	1.30%
	> Transaction Fee	$0.20
	> Monthly Minimum Fee	$35.00
	> Voice Authorization Fee	$3.00
	> Annual Fee	$50.00
	Check Conversion Program	
	> Administrative Set-up	$25.00
	> Monthly Minimum Charge	$15.00
	> Guarantee Rate	1.15%
	> Transaction Fee	$0.25
	> Check Image Retrieval	$2.50
	> Chargebacks	$4.00

	Gift Card (custom program)	
	>Monthly Fee per location	$10.00
	>Per Transaction Fee	$0.15
	>Prepress Fee (per card type)	$100.00
	>Graphic Design (per card type)	$75.00
	>Additional Card production	$0.45/card
	>Additional Locations (set-up)	$75.00
	>Additional terminals (set-up)	$10.00
	Global Virtual Terminal	
	>License Fee (one-time, per acct)	$75.00
	>Monthly Gateway Fee	$9.95
	>Transaction Fee	$0.00
	Trust Commerce	
	>License Fee (one-time, per acct)	$99.00
	> Monthly Gateway Fee (see #6)	$20.00
	>Transaction Fee	$0.09
	Payware	
	>License Fee (one-time, per acct) includes one card sleeve	$99.00
	> Monthly Gateway Fee	$15.00
***	Other Card Types- Discover/American Express	0.30%
	24-hr Batch Close Fee	$0.00
	Merchant "Daily Letter"	$0.00

**Visa, MasterCard, and Discover rates are based on the current interchange rate structure including all pending adjustments to signature and PIN debit transactions related to the recent Dodd-Frank Financial Reform Bill (including the Durbin Debit Interchange Amendment) that take effect on October 1, 2011. Should interchange costs change based on Federal Government and/or Federal Reserve rules and regulations, BB&T may propose pricing adjustments for the STO's approval.

***BB&T proposes to assume and manage the State Agency Discover MIDs in order to settle the funds within 24 hours and with the V/MC settlement dollars. Until such time we are able to do the same with American Express settlements, we will continue to assess the 0.300 basis point processing fee for American Express transactions. Discover will be converted as soon as possible with the start of the new contract.

REVISION DATE 2-1-12

EXHIBIT B, continued
COST OF MERCHANT EQUIPMENT
RFP/CONTRACT# STO12E02

Equipment (3.5, 4.2.2)	Purchased New	Purchased Refurbished	Monthly Rental
Terminals			
Verifone Vx510 (new model of the Omni 3740)	$275.00	$200.00	Available for 6-pay*
Verifone Vx570 (new model of the Omni 3750)	$350.00	$300.00	Available for 6-pay*
Verifone Vx570 Dual Comm	$350.00	$300.00	Available for 6-pay*
Hypercom 4205 (new model of the T7Plus)	$275.00	$200.00	Available for 6-pay*
Hypercom 4220 Dual Comm	$350.00	$300.00	Available for 6-pay*
Nurit 8020 Wireless Terminal	$700.00	$500.00	Available for 6-pay*
Obsolete terminal models. We will continue supporting replacements as available.			
Tranz 330 - Tranz 380 - Tranz Swivel Stand			
Omni 3750 - Omni 3740 - Omni 3200SE			
Hypercom T7P - T7PT - T7Plus			
POS Partner PC software			
Hypercom S-9 PIN pad			
PIN pads			
Omni P1000SE PIN pad	$125.00	N/A	N/A
Hypercom P1300	$125.00	N/A	N/A
Printers			
Verifone P-900	$225.00	N/A	N/A
Epson Receipt Printer (T-20)	$250.00	N/A	Available for 6-pay*
Card Readers			
Magtek Mini Wedge Reader	$90.00	N/A	N/A
Payware Card Sleeve	$150.00	N/A	N/A
Check Readers			
RDM Check Reader 6014f	$375.00	N/A	N/A
Check Manager	$300.00	N/A	N/A
Magtek Mini MICR	$240.00	N/A	N/A
Other			
Imprinters	$0.00	N/A	N/A
Sales Slips/Return Slips	$0.00	N/A	N/A
Printer Paper and Ribbon	$0.00	N/A	N/A

* Equipment cost can be divided into 6 monthly installments on billing statement/invoice.

New purchased equipment is warranted for a period of (6) six months, or replaced at no cost.
Refurbished equipment is warranted for a period of (3) three months, or replaced at no cost.
Damages from acts of God or through user abuse is not covered under warranty.

REVISON DATE 2-1-12